

**FOURTH AMENDMENT TO THE
MASTER SERVICES AGREEMENT**
between
**THE STATE OF TEXAS, ACTING BY AND THROUGH
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**
and
CAPGEMINI AMERICA, INC.

This Fourth Amendment (“Amendment”) is to the Master Services Agreement (“**Agreement**”), executed January 31, 2018, between the State of Texas, acting by and through the Texas Department of Information Resources (“**DIR**”), with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Capgemini America, Inc. (“**Service Provider**”), a New Jersey corporation, with a principal place of business at 79 Fifth Avenue, 3rd Floor, New York, NY 10003.

RECITALS

WHEREAS, the Parties entered into the Agreement for Multi-sourcing Services Integrator dated January 31, 2018, with a Commencement Date of September 1, 2018;

WHEREAS, the First Amendment provided necessary changes to modify Application Portfolio Management (APM) Services and clarify the Service Consumption Bands.

WHEREAS, the Second Amendment provided necessary changes to add support for the Open Data Portal (ODP) program.

WHEREAS, the Third Amendment provided necessary changes to add database encryption at rest to the IT Service Management (ITSM) system, adds DIR Data requirements, clarifies Percentage of SCP Charges and variable charge exclusions and makes other adjustments to the Agreement.

WHEREAS, this Fourth Amendment provides necessary changes to add a DRaaS Custom Full Recovery Exercise RU, clarify Disaster Recovery Services for Utility Servers in IT Service Continuity Management and clarify the DRaaS support note in the Responsibility Matrix.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

- I. Attached Appendix 1 of this Fourth Amendment, **Exhibit 2.3**, IT Service Continuity Management, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2.3**, IT Service Continuity Management, of the Agreement.

The changes to **Exhibit 2.3** include adjustments to support custom Disaster Recovery as a Service offerings in **Section 2.6**, updates to the Disaster Recovery For Utility Servers language in **Section 5**, the removal of the Utility Server Email/Directory Services/ADFS

table in **Section 5.1** and the removal of the File/Print, Enterprise File, Remote File table in **Section 5.2**.

- II. Attached Appendix 2 of this Fourth Amendment, **Exhibit 4.0**, Business Model, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4.0**, Business Model, of the Agreement.

The change to **Exhibit 4.0** includes the addition of language for a DRaaS Custom Full Recovery Exercise RU in **Section 3.1**.

- III. Attached Appendix 3 of this Fourth Amendment, **Exhibit 4.1**, Pricing Structure, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4.1**, Pricing Structure, of the Agreement.

The changes to **Exhibit 4.1** include the addition of a DRaaS Custom Full Recovery Exercise RU and clarifications to units of measure on “4 - Optional Services”.

- IV. Attached Appendix 4 of the Fourth Amendment, **Exhibit 4.2**, Responsibility Matrix, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4.2**, Responsibility Matrix, of the Agreement.

The change to **Exhibit 4.2** includes a clarification to the DRaaS support note on “Service Exceptions Matrix”.

- V. General Terms and Conditions

- (a) Capitalized terms not defined herein shall have the same meanings as set forth in the Agreement.
- (b) All other provisions of the Agreement not specifically amended hereby remain in full force and effect. In the event of conflict among provisions, the provisions of this Amendment shall take precedence over the terms of the MSA.

IN WITNESS WHEREOF, Service Provider and DIR execute this Amendment effective from the date of the last signature thereto.

THE STATE OF TEXAS,
acting by and through
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES

By: Signature on File
Name: Sally Ward
Title: Director, Program Planning and Governance
Date: 7/1/19

Signature on File
7/1/19

CAPGEMINI AMERICA, INC.

By: Signature on File

Name: Mark Stein

Title: Account Executive

Date: 6/13/2019